

Bill To:  
State of Idaho  
\*\*\*\*

Send invoices to the address listed  
below or as indicated in the  
comments or instructions field  
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR  
ON ALL DOCUMENTS

Participating Addendum

Participating Addendum  
PADD1008

Date: Tue Sep 14, 2004

Various State Agencies  
**DELIVER** Located throughout Idaho  
**TO: \*\*\*\***  
Various, ID 83701

F.O.B: Destination

Terms:

MPC-G, LLC  
906 E Karcher Rd  
Nampa, ID 83687  
Attn: Government Proposals  
**VENDOR:** Vendor Nbr:  
gov.proposals@buympc.com  
Phone: 208-893-1280  
Fax: 208-898-2252  
Account Number: P00000054991

Contract From Date Mon Aug 23, 2004

Contract To Date: Wed Aug 22, 2007

RFQ#: RFQ04284  
DOC#: PREQ8562

Buyer: **MARK LITTLE** 208 327 7359

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		1.00
	Total:			1.00

Contract for Bands 1 File/Print Servers, Mid-Range Servers, Band 2 Desktops, Laptops, and Band 4 Storage Solutions, pursuant to Western States Contracting Alliance (WSCA) and Minnesota Price Agreement No. A63312. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis for a period of three years commencing August 23, 2004 and ending August 22, 2007.

Contract Title:.....MPC Servers, Desktops, Laptops and Storage Solutions  
Contract Usage Type:.....Optional Use  
Public Agency Clause: .....Yes  
Contract Administration:.....Mark Little  
---Phone Number:.....208-327-7465  
---E-Mail:.....mlittle@adm.state.id.us

Blanket  
Comments:

Contractor's Primary Contacts  
---Attn:.....Greg W. Anderson  
---Address:.....906 E. Karcher Road  
---City, State, Zip:.....Nampa ID 83687  
Phone Number:.....208/ 893-1416  
E-Mail:.....gwanderson@mpccorp.com

And

---Attn: .....Brian Lee  
---Address:.....906 E. Karcher Road  
---City, State, Zip:.....Nampa ID 83687  
Phone Number:.....208/ 893-3568  
E-Mail:.....bkleee@mpccorp.com

**CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Bands 1 File/Print Servers, Mid-Range Servers, Band 2 Desktops, Laptops, and Band 4 Storage Solutions per the Minnesota Price Agreement# A63312 ( 206-25-10-000 ) ( nt )	1 EA	1.00	1.00

**QUANTITIES:** The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

**Order Placement Address:**

---Company Name:.....MPC-G, LLC.  
---Address:.....906 E Karcher Road  
---City, State, Zip:.....Nampa, ID 83687

**Payment Address:**

---Company Name:.....MPC-G, LLC.  
---Address:.....906 E Karcher Road  
---City, State, Zip:.....Nampa, ID 83687

**General  
Comments:**

**THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.**

**In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:**

1. This Statewide Blanket Purchase Order document.
2. The state of Minnesota's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

**INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.**

**Instructions:**

**Freight / Handling Included in Price**

  
By: MARK LITTLE

**PARTICIPATING ADDENDUM**  
**State of Idaho Contract Number PADD XXX**

**WESTERN STATES CONTRACTING ALLIANCE**  
**MPC-G, LLC**  
**MASTER PRICE AGREEMENT**  
**Minnesota Price Agreement Number A63312**

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Minnesota price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are MPC-G, LLC (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

Idaho Administration Reporting and Fees:

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Minnesota Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of Minnesota Price Agreement No. A63312, Paragraph 32 (Governing Law) of Minnesota Price Agreement No. A63312 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except

where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. This PA is not for major, large hardware or hardware and software offerings. Individual units/configurations cannot exceed \$50,000.00 each. This is not a restriction on how many units/configurations that can be purchased, but on the value of each individual unit/configuration. Requests for exceptions must be sent to the Division of Purchasing in writing by the requesting agency. This PA does not include LAN equipment and related software but does include Bands 1 File/Print Servers, Mid-Range Servers, Band 2 Desktops, Laptops, and Band 4 Storage Solutions per the Minnesota Price Agreement.

5. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

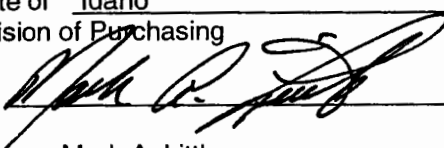
Mark Little, IT Purchasing Officer  
Division of Purchasing  
5569 Kendall Street (Zip 83706-1231)  
P O Box 83720  
Boise, ID 83720-0075  
Ph: 208-327-7359

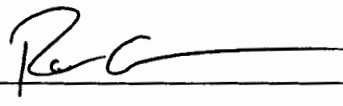
6. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

A63312 (Minnesota)  
~~PADD XXX (Idaho)~~

This PA and Minnesota Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Minnesota Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Minnesota Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Minnesota Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho  
Division of Purchasing  
By:   
Name: Mark A. Little  
Title: I.T. Purchasing Officer  
Date: 8/23/04

Contractor: MPC-G, LLC  
By:   
Name: Ronald L. Clevenger  
Title: VP of Government Sales  
Date: 8.23.04

Reviewed  
Cont. Agmt.  
